

CONTRACT AGREEMENT

Between The

**THE JERSEY CITY
SCHOOL DISTRICT**

AND

**THE JERSEY CITY EDUCATION
ASSOCIATION**

Covering The Period ~

SEPTEMBER 1, 2010

to

AUGUST 31, 2013

and extension year
September 1, 2009
to August 31, 2010

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PREAMBLE

The School District of Jersey City and the Jersey City Education Association recognize their common goal to provide the finest educational opportunities for the students of the Jersey City Public Schools.

To work towards the attainment of this goal, it is also recognized that the joint efforts of the School District and the Jersey City Education Association are required and that it is essential to fulfillment that they, through their respective representative, engage in good faith negotiations on matters pertaining to salaries and terms and conditions of employment.

The following agreement reflects the understanding reached by and between the School District, (hereinafter referred to as the "School District") and the Jersey City Education Association, (hereinafter referred to as the "Association" or the "JCEA") in Jersey City, New Jersey on May 10, 2010.

JERSEY CITY EDUCATION ASSOCIATION

1600 Kennedy Boulevard, Suite A
Jersey City, New Jersey 07305
(201) 435-6600

JCEA EXECUTIVE BOARD 2006-2008

PRESIDENT

Thomas J. Favia JCEA

FIRST VICE-PRESIDENT

Bob Cecchini JCEA

SECOND VICE-PRESIDENT

Andrea Pastore P.S. 14

THIRD VICE PRESIDENT

Elba Perez-Cinciarelli P.S. 3

TREASURER

Ronald Greco, Jr. Lincoln HS

RECORDING SECRETARY

Annette Creedon C.O.

CORRESPONDING SECRETARY

Deborah Lee-Cheatam P.S. 11

FINANCIAL SECRETARY

Eileen DiPrima P.S. 23

MEMBERS-AT-LARGE

Maria Ammerata	L.H.S.	Joe Kelly	M.S. 7
Edward Fauerbach	A.H. M.	Donna Middlebrooks	C.O.
Mike Franco	F.H.S.	Wade Smith	P.S. 40
Colleen Kelleher	M.S. 4	Roy Tamargo	C.F.T.A.
	Tina Thorp	P.S. 5	

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ARTICLE 1

RECOGNITION

- 1-1 The School District hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel, attendance counselors, and teacher assistants employed in the district. Excluded therefrom are supervisory and administrative personnel.
- 1-2 This recognition shall not impair the rights of any employee or group of employees under Section 19 Article 1 of the New Jersey Constitution or under N.J.S.A. 34:13a-5.2. (et. seq.)
- 1-3 Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit except that teacher assistants shall only be entitled to those rights and benefits as specifically set forth for teacher assistants in the provisions of this Agreement. References to male teachers shall include female teachers.

ARTICLE 2

INDIVIDUAL GRIEVANCE PROCEDURE

- 2-1 To promote to the highest possible degree of harmonious employer/employee relations, it is essential that procedures to resolve grievances be established.
- 2-2 A grievance may be considered to exist when an employee believes that an administrative procedure or policy adversely affects his/her working conditions or his/her welfare or violates the terms of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.
- 2-3 In the wording of this statement of procedures, the term "employee" shall be taken to include all members of the bargaining unit.
- 2-3.1 Any aggrieved person may be represented at any stage of the grievance procedure by a representative selected or approved by the Association.
- 2-4 Any employee shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination, or reprisal.
- 2-4.1 **STEP I:** Any employee who has a grievance shall first advise his/her principal (or immediate superior or department head, if applicable) in writing of its existence. The writing shall indicate that Step I of the grievance procedure has been initiated. The principal shall meet with the employee within three (3) school days in an attempt to resolve the grievance at this level. Within three (3) school days after the discussion, the principal (or immediate superior or department head, if applicable) shall orally make known his decision to the employee. Should discussion at this level result in an unsatisfactory resolution, the employee may present his/her grievance within five (5) calendar days to the Grievance Evaluation Team of the JCEA. The JCEA Grievance Evaluation Team will render a decision within seven (7) calendar days of receipt of the grievance. If the decision is that the grievance has no merit, the person involved will be so notified, in writing, by the chairperson of the JCEA Grievance Evaluation Team.
- 2-4.2 **STEP II:** If the decision of the JCEA Grievance Evaluation Team is that the grievance does have merit, it shall, within the 12-calendar day period referred to in STEP I above, present a written statement of its position on the matter to the Human Resources Department and to the aggrieved. This statement must include reference to the specific remedy sought by the grievant. The employee in further discussion of

his/her grievance, may at this step, be accompanied and assisted by not more than two (2) representatives of the Association, designated by the JCEA Grievance Evaluation Team. The Human Resources Department shall hold a meeting upon request of the JCEA Grievance Evaluation Team and render a written decision within five (5) school days of receipt of the written statement from the JCEA Grievance Evaluation Team. The Human Resources Department's decision shall be prepared in triplicate; one (1) copy to the employee, one (1) copy to the JCEA Grievance Evaluation Team, and one (1) copy to the Superintendent.

- 2-4.3 **STEP III:** If the grievance is not resolved to the satisfaction of the JCEA at the level of STEP II, the JCEA may appeal within ten (10) calendar days, to the Superintendent and School District Counsel in a written statement, setting forth details and grounds on which the grievance is based and attaching all pertinent documents. The Superintendent and School District Counsel shall confer with the parties concerned, within four (4) calendar days. The Superintendent and School District Counsel shall then, within six (6) school days, render their decision. A written statement of this decision, and all supporting reasons shall be sent to the aggrieved, to the Human Resources Department and the JCEA Grievance Evaluation Team.
- 2-4.4 **STEP IV:** If the JCEA is not satisfied with the disposition of the grievance at STEP III, the JCEA shall have the right to request arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be made not later than fifteen (15) school days after the disposition of the grievance at STEP III.
- 2-4.5 The arbitrator shall proceed with the hearing and submit a written decision in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to the School District and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend or modify the terms of the Agreement. In addition, the arbitration shall be final and binding on both parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The cost of arbitration shall be paid by the unsuccessful party.
- 2-5 An aggrieved employee shall institute action, under the provisions hereof within fifteen (15) school days following the occurrence.
- 2-6.1 An employee whose grievance has been deemed to be without merit by the JCEA Grievance Evaluation Team shall retain the right of written appeal to Superintendent.
- 2-6.2 Should circumstances necessitate hearings or discussion of a grievance during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his/her representatives, if they should be employees of the School District.
- 2-6.3 In the event no decision is forthcoming within prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.
- 2-6.4 Any of the time limits specified may be extended by mutual agreement.
- 2-6.5 In the event a grievance is brought up for consideration at the end of a school year, and if the principal (or immediate superior or department head, if applicable) is not available after the closing of school for procedures outlined in STEP II, the JCEA may proceed directly to STEP III, if the JCEA Grievance Evaluation Team contends that there is merit to the matter.

- 2-7 The function of these procedures is to assure equitable and proper treatment under existing rules, policies, procedures, and contractual agreements which relate to or affect the employee. They are not to be used for changing existing rules, policies, procedures and contractual agreements or for establishing new ones.
- 2-8 If, in the judgment of the JCEA Grievance Evaluation Team, a grievance affects a group or class of teachers, the Grievance Evaluation Team may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so. However, in the event the group or class is composed of grievants in more than one school, the grievance will start at Step II.
- 2-9 No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE 3

SUCCESSOR AGREEMENT

- 3-1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. At the request of the Association, such negotiations shall begin not later than October 3rd of the school year in which this Agreement expires.
- 3-2 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations to the extent permitted by State statutes.
- 3-3 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the School District representatives and be submitted for possible approval and signed by the Association representatives and be submitted for possible ratification.
- 3-4 The School District agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this Agreement. The School District and the Association also agree that all negotiations be conducted in private and that strict confidentiality be maintained by both parties.
- 3-5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 3-6 Negotiations shall commence with pre-negotiation sessions which will include such items as:
- A. Place of meeting
 - B. Time of meeting
 - C. Frequency of meetings
 - D. Length of meeting
 - E. Composition and size of negotiation teams
 - F. Use of consultants
 - G. Procedure for presentation of proposals
 - H. Presentation of new proposals subsequent to initial presentation of proposals
 - I. Agenda presentations
 - J. Time limits

- 3-7 Incident to negotiations, the School District will make available all relevant data and records, within reason, that may be requested by the Association.
- 3-8 If negotiations reach an impasse, either party may have recourse to the provisions of Chapter 123 of the Laws of 1974 in addition to such other courses of conduct as the circumstances may warrant.
- 3-9 In the event the Association desires to negotiate any proposal which has not heretofore been negotiated, it shall submit same in writing to the School District at the appropriate time. Proposals not accepted shall be deemed to be on the table from time to time.
- 3-10 The School District and Association will make every good faith effort to carry out the spirit as well as the letter of the Agreement.

ARTICLE 4 **DEDUCTION FROM SALARY**

- 4-1 The School District agrees to deduct from the salaries of its employees dues for any or all of the following: Jersey City Education Association, Hudson County Education Association, New Jersey Education Association, and National Education Association. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15. 9e) and under the rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted promptly to the treasurer of the JCEA following the monthly pay period in which deductions were made.

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____
Soc. Sec. No. _____
Address _____
School _____
School Position _____

- 4-1.2 **Continuing Dues Deduction Authorization:** I hereby request and authorize the Disbursing Officer of the above School District to deduct from my earnings, until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organizations; such amounts to be paid to such persons as may from time to time be designated by the local Association. This authorization may be terminated only by prior written notice from me effective January 1 or July 1 of any year. Upon termination of employment the Disbursing Officer shall deduct any remaining amount due for the current school year. I waive all rights and claims for monies so deducted and transmitted and relieve the School District and its officers from any liability therefore.
- 4-2 The JCEA shall certify to the School District, in writing, the current amount of the membership dues for the associations referred to in 4-1 above.
- 4-3 Deductions referred to in this section shall be made on the first day of each month. The School District shall not be required to honor, for any deduction, authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- 4-4 No later than September 30th of each year, the School District shall provide the Jersey City Education Association with a list of those employees who have voluntarily authorized the School District to deduct dues. The School District shall notify the Association monthly of any changes in said list. Any teacher

desiring to have the School District discontinue deductions he/she has previously authorized, must notify the School District and the Association concerned, in the manner prescribed in Chapter 233 of Public Laws of 1969.

- 4-5 The Association reserves the right and the School District has given to the Association the right to employ a representation fee or agency fee on all persons who are not members of the JCEA.

ARTICLE 5

SCHOOL DISTRICT RIGHTS AND RESPONSIBILITIES

- 5-1 The School District on its own behalf hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitutions of the State of New Jersey and the United States. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District and adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the terms of this Agreement and only to the extent such terms are in conformance with law.

ARTICLE 6

TEACHER RIGHTS

- 6-1 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- 6-1a. No teacher shall be criticized in public.
- 6-2 Whenever any teacher is required to appear before the Superintendent or School District, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in office, position or employment or the salary or any increments pertaining thereto, then that teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the teacher during such meeting or interview.
- 6-3 The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Jersey City School District based upon the teacher's professional judgment of available criteria pertinent to any given subject area or activity for which the teacher is responsible.
- 6-4 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 6-5 In every event, the teacher shall have authority in the classroom, provided the teacher's actions do not conflict with sound educational principle or state law.

ARTICLE 7

ASSOCIATION RIGHTS

- 7-1 The Association shall have the right to distribute, through the use of the teachers' mailboxes, material dealing with the proper and legitimate business of the Association.
- 7-2 The principal and/or his/her designee shall be notified prior to the distribution of such materials.
- 7-2.1 Representatives of JCEA, NJEA, and NEA shall have the right to enter the schools to meet with teachers

during their preparation periods or lunch periods or after school to carry out appropriate Association business.

- 7-2.2 The president or his designee shall have the right to enter the school and meet with teachers at any time. This right shall not be abused.
- 7-2.3 The president of the JCEA, and his/her designee, shall be permitted to devote all of his/her time to the Association business and affairs. The President shall continue to be granted adequate office and parking facilities.
- 7-2.4 The president's designee shall carry out appropriate Association business, provided that the aforesaid business shall not disrupt the educational process. The designee shall notify the Superintendent or his/her designee as to where and when he/she is carrying out such Association business during school time.
- 7-3 Representatives who enter the schools shall notify the principal or the designee of the principal, of their presence prior to meeting any teacher or group of teachers.
- 7-4 The School District shall provide bulletin boards to the Association for its exclusive use as sole bargaining agent. These shall be provided in schools and locations recommended by the Association and approved by the principal.
- 7-4.1 Bulletin boards shall be provided as follows:
 - One (1) board to a school with a faculty of 35 teachers or less; two (2) boards to a school with a faculty of 35 to 70 teachers; three (3) boards to a school with a faculty of 70 teachers or more.
- 7-4.2 Existing bulletin boards which are in good condition shall be accepted by the Association.
- 7-5 No other bulletin board, display or mail space shall be made available to any other organization representing teachers on a school system-wide basis.
- 7-6 Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, that person shall suffer no loss of pay.
- 7-7 The Association may be granted permission to use school buildings, at reasonable hours, for meetings. The usual procedure to obtain permission, in accordance with the Rules of the School District, shall be followed.
- 7-8 An Association building director, if faced with an emergency situation concerning Association business requiring immediate attention, may request the immediate supervisor to relieve the building director temporarily.
- 7-9 The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.
- 7-10 At all times in its exercise of the foregoing rights and privileges the Association agrees that it will in no way involve members of the student body in any Association organizational effort except that it may continue to sponsor the annual Education Fair. The Association may involve members of the student body in other organizational efforts only upon written approval by the Division Associate

Superintendent. Under no circumstances will the Association permit the use of students as couriers either inside or outside the school buildings.

ARTICLE 8

MEETINGS OF PRINCIPAL AND ICEA DIRECTORS

- 8-1 The principal or his/her designee and the Association directors, but limited to two (2), in his/her school, shall meet at least once a month during the academic year upon request of the principal or the Association directors to discuss and attempt to resolve problems affecting the school, teacher morale, working conditions and other issues pertinent to the implementation of this contract.
- 8-2 The time and date of meeting shall be mutually agreed upon by the principal and the Association directors.

ARTICLE 9

MEETINGS OF SUPERINTENDENT AND ICEA PRESIDENT

- 9-1 The Superintendent and/or his/her representative and the President of the Association and/or his/her representative shall meet at least once a month during the academic year upon request by the Superintendent or the Association to discuss and attempt to resolve problems affecting the schools, teacher morale, working conditions, and other issues pertinent to the implementation of this contract.
- 9-2 The time and date of meeting shall be mutually agreed upon by the Superintendent and the President of the Association.

ARTICLE 10

TEACHER FACILITIES

- 10-1 The School District and the Association agree that an area or facility shall be provided for the safe storage of a teacher's personal possessions used in the performance of his/her duties, in all schools.
- 10-2 Each school shall have the following facilities:
 - 10-2.1 Space in each classroom in which teachers may store instructional materials and supplies, within reason.
 - 10-2.2 Appropriately furnished rooms reserved for the exclusive use of teachers as faculty lounges, complete with refrigerator and cooking unit or microwave.
 - 10-2.3 A serviceable desk and chair for the use of each teacher.
 - 10-2.4 Well lighted and clean teacher lavatories.
 - 10-2.5 Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 - 10-2.6 Adequate chalkboard space or similar equipment in every classroom.
 - 10-2.7 A complete and unabridged dictionary (which may be paperback) in every classroom.
 - 10-2.8 Adequate books, papers, pencils, pens, chalk, erasers, and other such materials required in daily teaching, distributed at the teacher's request, provided the requests are made sufficiently in advance, except in cases of emergency.

ARTICLE 11

TEACHER EVALUATION

- 11-1 The School District and the Association agree, inasmuch as supervision and evaluation of teachers is a process in which those concerned are equally involved, that a committee made up of representatives of the principals, assistant principals, supervisors and representatives of the Association will be established, to prepare joint recommendations as to policy regulating the supervisory function.
- 11-2 In cases where a teacher has been given an unsatisfactory rating, the teacher will be given a written statement setting forth the particulars of the unsatisfactory rating.
 - 11-2.1 Where such rating endangers increment or contract status of the teacher for the ensuing year, the teacher must be notified of his/her status as required by law.
 - 11-2.2 When an unsatisfactory rating comes after the date stipulated by law, the teacher's contract status for the ensuing year cannot be denied except for cause or as otherwise provided by law.
 - 11-2.3 Cause will be subject to the provision of the Grievance Procedure.
- 11-3 A teacher evaluation committee shall continue to meet. Such committee shall consist of three (3) teachers appointed by the Association and three (3) administrators appointed by the School District. The committee shall meet and submit a written report with recommendations on or before April 30th of each year.
- 11-4 The annual pre-conference between the teacher and the primary and secondary evaluator shall take place prior to the first formal evaluation. At this meeting the evaluator shall review the evaluation form.
 - 11-4.1 The evaluator shall provide the teacher who is to be evaluated a copy of the evaluation form and the evaluation must take place within twenty (20) school days of when the teacher was given the form. If the evaluator wishes to conduct the evaluation after the twenty (20) school days, a new presentation to the teacher of the evaluation form is required for a new twenty (20) school days period for the evaluation.
 - 11-4.2 If the teacher is dissatisfied with the evaluation, the teacher may request an evaluation be made by another supervisor to be designated by the principal, to be conducted within twenty (20) school days of said request. The request shall not affect the timetable/timeline for the action to withhold increment, file tenure charges, process inefficiency charges or take any other action.
 - 11-4.3 Pursuant to Code, a post-conference will be scheduled within ten (10) working days of the evaluation provided the teacher is present those days and there are no extenuating circumstances. This shall be scheduled during the teacher's preparation period or before or after school.
 - 11-4.4 In the case of a less than satisfactory evaluation, the evaluator shall make a recommendation for teacher improvement and suggest methods, materials and activities to assist the teacher as appropriate.
 - 11-4.5 Along with this program, effective the 1999-2000 school year the School District shall develop and establish a tape library of demonstration lessons, which shall be available to the teacher and the evaluator. These individuals shall review together several films as appropriate during the teacher's preparation period or after school.
- 11-5 If the increment of a teacher is withheld, the teacher shall have the right to request a review after three

(3) years of performance for the prospective restoration of the increment. The request shall be in writing and must be received by the Superintendent by July 15th of the third year. A response shall be provided by the District by the following September 1st. The Superintendent shall review the three (3) years performance of the teacher. If the teacher's performance has been fully improved to acceptable or better in all areas, the increment may be restored prospectively at the sole discretion of the Superintendent. The Superintendent shall retain the discretion to restore the increment sooner. A denial shall not be subject to the grievance procedure.

ARTICLE 12

TEACHING ASSIGNMENTS

- 12-1 Assignments shall be given to teachers at least three (3) days before the closing of schools, under normal circumstances.
- 12-2 In the event that changes in schedules, class and/or subject assignments, building assignments or room assignments are proposed, said teacher affected shall be notified promptly in writing.

ARTICLE 13

TEACHER FILES

- 13-1 Teachers, upon presentation of advanced written request, may inspect their personnel files with no undue delay. A representative from the Human Resources Department shall be present during the inspection.
- 13-2 Teachers shall have the right to add written comments to any material filed and these written comments, after review by the Human Resources Department, shall be made part of the teacher's personnel file.
- 13-3 In the event material of a critical, derogatory or unfounded nature is to be placed on file, the teacher involved shall be notified and given the opportunity to review such material. The teacher's written comments, if any, relative to such material shall be made part of the teacher's file.
- 13-4 Completed evaluation forms are to be kept in personnel folders of all teachers.

ARTICLE 14

TEACHER MEETINGS

- 14-1 Principals of individual schools or other duly authorized personnel shall establish a schedule in September for all teacher meetings during the school year, but the principal may thereafter modify the schedule as necessary. In the event that the schedule is modified, the faculty shall be notified at least two (2) days in advance of the rescheduled meeting date, except in emergencies; and in all instances, an agenda will be provided prior to the meeting.
- 14-2 The School District and the Association recognize that meetings requiring attendance of the entire faculty of a building after regular school hours may be called to conduct any professional activities which do not involve pupil contact.
- 14-3 All staff shall have eight (8) faculty meetings per school year. No more than one (1) faculty meeting shall be held in any given month except in cases of emergency, and, normally, such meetings shall not exceed forty-five (45) minutes. Additional faculty meetings may be scheduled during the 8:00 a.m. until 8:30 a.m. period on any school day at the discretion of the principal. If in the judgment of the principal it is necessary to hold any additional meetings, the Association representative will be notified, under

normal circumstances, two (2) days in advance and in all circumstances, in advance. The building principal may exercise the flexibility to call meetings during the lunch period.

- 14-4 The Association Director shall have an opportunity to speak during any meeting for a period normally not longer than five (5) minutes.
- 14-5 Should the teachers in any building feel that an excessive number of meetings are being called, they may act according to the Grievance Procedure beginning at STEP I.

ARTICLE 15

PROMOTIONS

- 15-1 Administrative and supervisory positions shall be filled by School District appointment from appropriate eligibility lists.
- 15-2 It is agreed that, in administering this policy, vacancies to be filled shall be publicized in all schools within ten (10) school days after an opening occurs. In the event a vacancy shall occur during the summer recess, such vacancy shall be posted on the teachers' summer paychecks.
- 15-3 All publicity and notices of such vacancies and positions shall set forth qualifications for duties of the positions.
- 15-4 Promotional examinations, if given, shall be held within sixty (60) days following said announcement. Any necessary extension of this period shall be made by mutual agreement between the office of the Superintendent of Schools and the Association.
- 15-5 All vacancies and positions shall be filled without regard to race, age, creed, color, religion, nationality, sex or marital status.

ARTICLE 16

TRANSFERS

- 16-1 In all cases of transfer, the following shall apply.

In cases of voluntary transfer, seniority begins when the teacher assumes the new position.

In cases of involuntary transfer, the teacher shall retain all accrued seniority.

- 16-1.1 For the purpose of this Article, promotional and extra-compensation positions applied for shall be deemed voluntary transfers.

16-2 Voluntary Transfers

A teacher seeking transfer to another school shall submit a written request to the Superintendent of Schools or his/her designee no later than March 1st of the current year. The teacher shall state the reasons for the request, the school, grade, and/or subject to which the teacher seeks transfer.

Three (3) choices, in order of preference, if there be preference, shall also be stated. If none of the choices is available then the written request shall be deemed withdrawn.

- 16-2.1 When a request for transfer is not granted, the teacher shall be notified in writing by the office of the

Superintendent of Schools.

16-2.2 A list of all transfers shall be made available to the Association immediately upon request.

16-3 Involuntary Transfers

The teacher involved shall be notified at a meeting with the principal or immediate superior of the intention to request the transfer and of the reason.

16-3.1 This meeting shall be held, under normal circumstances, three (3) days before the effective date of the transfer or end of the school year, whichever is appropriate.

16-3.2 The reason or reasons for the request shall also be set forth in writing and presented to the Superintendent of Schools or his/her designee and to the teacher.

ARTICLE 17
STUDENT DISCIPLINE

17-1 Teachers have the right to recommend the suspension of pupils from their classes.

17-2 This procedure shall not contravene any statutory provision affecting the right of the principal to suspend.

17-3 When, in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student to the principal. In such cases, the principal shall arrange as soon as possible and under normal circumstances not later than the conclusion of the following school day a conference among himself/herself, the teacher, the parent, and possibly an appropriate specialist, to discuss the problem and to decide upon appropriate steps for the child's return.

ARTICLE 18
TEXTBOOKS, TEACHING MATERIALS AND SUPPLIES

18-1 To be sure that all textbooks are available for the first day of school, textbooks should be ordered in time for an August 15th delivery. Transfer of books between schools shall be facilitated.

18-2 Petty cash funds shall be established at each school each school year as revolving funds in accordance with District Standard Operating Procedure.

ARTICLE 19
TEACHING CONDITIONS

19-1 **PREPARATION PERIODS:** The School District and Association agree that all teachers shall have an uninterrupted preparation period of no less than forty-five (45) duty free minutes each day or in the alternative five (5) such periods per week. Prep period shall be teacher-directed except for good cause; the Chief Labor Counsel shall hear any challenges from the JCEA on this matter and his/her determination shall be final, binding, and not appealable by grievance/arbitration. The School District may continue to conduct activities such as pre and post evaluation conferences during the teacher's preparation period. The School District and Association agree that in cases of emergencies affecting the normal operation of the school, teachers may be called upon to cover classes. In such emergencies, available teachers will be selected from a rotating list to insure equitable distribution of such

assignments. For one-session days, the District shall ensure that the allocation of preparation periods among staff will be equitable.

Teacher assistants shall not have a preparation period. During the teacher's preparation period, the teacher assistant shall spend one-half of the period with the special teacher and the other half of the period with the regular teacher for common planning purposes.

19-1.1 In the event a classroom teacher is required to cover for an absent teacher, he/she shall be compensated per the following formula:

- a) A teacher shall be given an additional twenty-eight dollars (\$28) if he/she loses his/her preparation period on a particular day, except for those days when district-wide testing occurs or a high school assembly program prevents the regular schedule from being followed. Every effort shall be made to rotate teachers' schedules so that the loss of preparation time on these days will be equitable.
- b) A teacher shall be given an additional twenty-eight dollars (\$28) for every day on which he/she takes extra pupils into his/her room. Additional pupils refers to not less than three (3) and no more than six (6) pupils in the teacher's room for a period of at least one (1) period in a school day. Whether a teacher has additional students for one (1) period or portions of several periods, the teacher shall receive twenty-eight dollars (\$28). If the per diem substitute appears between 9:30 A.M. and 10:00 A.M., the teacher shall receive fourteen dollars (\$14).
- c) Nurses shall receive an additional twenty-eight dollars (\$28) for each day they are assigned to cover two (2) schools due to the absence of a nurse.
- d) If a teacher of special subjects (physical education, art, music, industrial arts, etc.) receives one or more classes per day which contains additional children from an absentee teacher's class, the teacher of special subjects receives an additional twenty-eight dollars (\$28) a day, unless they get an additional preparation period the same day. In the high school, physical education teachers will receive twenty-eight dollars (\$28) per period (one-hundred-twelve dollars (\$112) maximum per day) for assuming the duties of their partner teacher. "Partner teachers" are defined as any teachers on same gymnasium floor for entire school day.
- e) A teacher assistant shall be given an additional twenty-eight dollars (\$28) for each day he/she serves as a substitute teacher, including serving as a substitute teacher in his/her assigned classroom.

Compensation paid pursuant to above will be paid on a semimonthly basis.

19-1.2 School District will establish a pool of substitute aides to provide coverage for absentee aides.

If it is determined that either a special education or pre-kindergarten or kindergarten class requires, by law, the services of an aide due to enrollment numbers, the District has twenty-eight (28) calendar days from September 15th to provide said aide. If an aide is not provided within the time frame designated, the teacher shall receive twenty-eight dollars (\$28) compensation for each day he/she is without an aide.

In the absence of an assigned teacher aide beyond six (6) days, the teacher shall receive twenty-eight dollars (\$28) compensation for each day he/she is without an aide starting with the seventh (7th) day.

Compensation paid pursuant to above will be on a semi annual basis.

- 19-2 **HIGH SCHOOL:** Secondary teachers shall not be assigned to more than two (2) subject matter teaching preparations per day without full and sufficient cause.
- 19-2.1 The normal academic load of a teacher in the high schools shall consist of three (3) teaching blocks, a homeroom, and a special assignment. In physical education, industrial arts, and other double-period subject areas, variation from the normal must occur. Teachers who teach three (3) blocks each semester pursuant to the Copernican Plan shall receive an annual stipend of \$2,000 (\$1,000 per semester). The stipend will be paid in a separate check, twice a year. Any teacher who is absent more than forty-five (45) days in any one semester shall not receive the stipend for that semester.
- 19-2.2 A teacher at the high school who volunteers for, and accepts, an additional permanent teaching assignment at the high school shall receive an annual stipend of \$6,500 for teaching such forty-five (45) minute class immediately before the start of the school day or immediately after the school day.
- 19-2.3 Teaching periods will be spread out over the four (4) block teaching day exclusive of lunch so that a teacher will normally teach no more than two (2) consecutive blocks. In all instances, efficient utilization of the school facilities and personnel must be accorded the highest priority to insure proper scheduling.
- 19-2.4 In the event the Copernican Plan is discontinued, the high school period scheduling, as set forth in Article 19-2 through 19-3 of the expired 1995-1998 contract shall be implemented.
- 19-2.5 A teacher, who accepts a position, in the Twilight program, shall receive an annual stipend of \$2,000. In addition to the teachers' regular work year as set forth in Article 21-1, teachers in the Twilight program shall be required to attend training in July and shall be paid at the summer school rate. Teachers shall also be required to work the last two (2) weeks (ten (10) days) in August and shall be paid a per diem rate based upon their annual salary.
- 19-3 All teachers who are not under tenure shall be required to submit lesson plan books. Non-tenured teachers shall be required to plan five (5) days in advance (i.e. on Monday plans must be completed through Friday) but are not required to plan beyond the Friday of each week.
- 19-3.1 Tenured teachers shall be required to plan three days in advance (i.e. on Monday plans must be completed through Wednesday) but are not required to plan beyond the Friday of each week.
- 19-3.2 All teachers shall be required to have available emergency lesson plans to provide direction to substitute teachers.
- 19-3.3 All teachers shall have planned their work and have such plans ready for presentation to authorized personnel at the time of supervisory visitations pursuant to sections 3 through 3.2 as appropriate.
- 19-3.4 All teacher assistants shall be required to maintain log books on a daily basis. Teacher assistants shall make their log books available to be reviewed by their assigned teachers or other appropriate supervisors.
- 19-4 **NON-TEACHING DUTIES:** A joint committee of the Association and the School District shall continue to study the feasibility of implementing an aide program to relieve teachers from non-teaching chores such as:

Hall and playground duty

Lunchroom supervision

Recommendations of this committee shall be forwarded to the Association and the School District from time to time.

- 19-5 LUNCH PERIOD - HIGH SCHOOL:** All teachers in the high schools shall have a duty-free lunch period of at least forty-five (45) minutes, except in instances where temporary scheduling (i.e. assembly days) may lessen the time for both pupils and teachers.

19-5.1 LUNCH PERIOD - ELEMENTARY SCHOOL:

All teachers in the elementary schools shall have a duty free lunch period of at least forty-five (45) minutes.

- 19-5.2** The lunch period shall be forty-five (45) minutes in duration. The teacher shall escort the students to the lunchroom at the start of the period and shall return to the lunch area to escort the children back to class in sufficient time to start the new period on time.

- 19-5.3** Teachers may be assigned to lunch duty for the last fifteen (15) minutes of the lunch period. Assignment of teachers to lunch duty will initially be through volunteers; if the number of volunteers for duty is inadequate, the remaining staff needed will be assigned on an involuntary rotating basis. Compensation for duty will be 25% of the prevailing hourly rate and will be paid on a semi-annual basis. The ratio of staff to students will be one (1) staff member to 50-100 pupils. The Superintendent (or designee) is responsible for providing the appropriate number of staff members to ensure adequate coverage.

Teachers, on a strictly voluntary basis, may work lunch duty for an entire lunch period. Compensation for working an entire lunch period shall be \$40.

- 19-6** All teacher assistants shall have a thirty (30) minute duty free lunch. Teacher assistants may be assigned to lunch duty for the last fifteen (15) minutes of each lunch period with no additional compensation.

Teacher assistants, on a strictly voluntary basis, may work lunch duty for an entire lunch period. Compensation for working an entire lunch period shall be \$27.

ARTICLE 20 **PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY**

- 20-1** When absence arises out of or from assault or injury while acting in discharge of duties, the teacher shall be entitled to full salary and other benefits for the period of such absence as provided in the New Jersey Workers' Compensation Act and N.J.S.A. 18A-30-2.1.
- 20-2** Teachers shall immediately report cases of assault, physical or verbal, suffered by them in connection with their employment to their principal or other immediate superior.
- 20-2.1** Such notification shall be immediately forwarded to the Human Resources Department, which shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved within applicable privacy laws, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.
- 20-3** If civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the School District shall furnish legal counsel to defend him/her in such proceedings. If criminal proceedings are brought against a teacher, the District shall reimburse the

teacher for legal fees only if the teacher is found not guilty.

- 20-4 Whenever any civil or administrative action has been or shall be brought (except an action, civil or administrative, instituted by the School District) against the teacher for any act or omission arising out of and in the course of the performance of his/her duties, the School District shall defend such action and shall save harmless and protect such person from any financial loss resulting therefrom.
- 20-5 Should any criminal action be instituted against any such teacher for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such teacher, the School District shall reimburse such teacher for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- 20-6 A teacher may within the scope of his/her employment use and employ such amount of force as is specified in N.J.S. 18A:6-1.
- 20-7 The School District shall reimburse teachers and teacher assistants for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.
- 20-8 The School District and the Association mutually agree that teachers shall not be required to work under unsafe or hazardous conditions. Any such conditions must be reported at once for correction to the principal or other responsible authority.
- 20-9 The School District and the Association shall develop mutually acceptable programs to guarantee the safety of students, teachers and property immediately upon recognition of such a need.

ARTICLE 21

NUMBER OF DAYS AND HOURS OF EMPLOYMENT

- 21-1 **TEACHING YEAR:** Teachers shall be required to work one-hundred eighty-six (186) days. The teaching year includes one (1) orientation day, one (1) day when no students are in attendance and two (2) days (twelve (12) hours) to be utilized for the State Continuing Education Program.

Effective September 1, 2011, teachers shall be required to work one hundred eighty-four (184) days. The teaching year includes one (1) orientation day, a portion of which shall be utilized for the State Continuing Education Program, and one (1) day when no students are in attendance.

Effective September 1, 2011, the following shall replace the two (2) days previously utilized for the State continuing Education Program above – a total of twelve (12) hours. Four (4) school days of the school year shall be one-session days for students. On those days, after the one-session day for students and after a forty-five (45) minute duty-free lunch period, two and one-half (2 ½) hours shall be utilized for the State Continuing Education Program – a total of ten (10) hours.

All new teachers shall be required to work one-hundred eighty-eight (188) days. The teaching year includes three (3) orientation days, one (1) day when no students are in attendance and two (2) days (twelve (12) hours) to be utilized for the State Continuing Education Program.

Effective September 1, 2011, all new teachers shall be required to work one hundred eighty-six (186) days. The teaching year includes one (1) orientation day, a portion of which shall be utilized for the State Continuing Education Program, and one (1) day when no students are in attendance.

The last three (3) school days of the school year shall be one-session days.

Any time dedicated by teachers in fulfilling their State Continuing Education Program requirements in addition to the twelve (12) hours provided by the District shall be on the teacher's own time and at his/her own expense except as otherwise provided in Schedule L.

21-1.1 This does not preclude voluntary professional services being rendered at the teacher's convenience.

21-1.2 TEACHING YEAR – SNYDER HIGH SCHOOL AND CENTER FOR THE ARTS:

A teacher who accepts a position at Snyder High School or the Center for the Arts shall be required to work a total of twenty (20) additional days in addition to the teachers' regular work year as set forth in Article 21-1. Such teachers shall receive an annual stipend equivalent to 1/10 of his or her current annual base salary as compensation for the additional twenty (20) days. Such teachers shall be required to work ten (10) additional full school days prior to the start of the school year and ten (10) additional full school days after the end of the school year. Such days shall be comprised of teachers delivering instruction, attending training, or some combination of both as determined by the School District. The specific dates of the ten (10) full school days after the end of the school year 2010/2011 and the ten (10) full school days before the beginning of school year 2011/2012 shall be determined by the School District by January 30, 2011. The specific dates of the ten (10) full school days after the end of school year 2011/2012 and the ten (10) full school days before the beginning of school year 2012/2013 shall be determined by the School District by January 30, 2012. The specific dates of the ten (10) full school days after the end of school year 2012/2013 and the ten (10) full school days before the beginning of school year 2013/2014 shall be determined by the School District by January 30, 2013. This section shall expire and become null and void on August 31, 2013.

21-2 **TEACHING HOURS:** It is agreed that teachers shall report and leave their assignments according to the following schedule:

High Schools8:00 a.m. - 3:10 p.m.
Twilight Program.....12:35 p.m. - 7:45 p.m.
A.E.H.S.....5:45 p.m. - 10:10 p.m.
Elementary Schools.....8:00 a.m. - 2:55 p.m.
Special Education.....8:00 a.m. - 2:55 p.m.
(transported elementary)

Nurses shall report to their assignments ten (10) minutes later than the teachers and leave ten (10) minutes later than the teachers.

Home Instruction and Hospital
Teachers8:00 a.m. - 2:55 p.m.
Visiting Teachers8:00 a.m. - 2:55 p.m.
Attendance Counselors8:30 a.m. - 3:30 p.m.

Attendance Counselors: On days following night court appearances, an attendance counselor's hours shall be 2:20 p.m. -6:15 p.m. In the event that court is in session on Friday morning, the attendance counselor's hours will be 8:35 a.m. -3:15 p.m.

Teacher Assistants: Teacher assistants shall be required to work the same hours as the teachers.

In the elementary and high schools, the first thirty (30) minutes of the school day shall be for the intent

and purpose of broadening the educational program in the District in the following manner: the time shall not be used for formal classroom instruction but shall be used for any other professional activities which do not involve pupil contact. It is not the intent of the parties to establish a mandated tutorial program but one in which the students and parents initiate requests for such tutorial assistance. Such requests shall be granted to the fullest extent, which the teacher is capable of providing during this period. Any such assistance shall not preclude a teacher from, as now, providing assistance voluntarily at hours and times beyond contractual requirements.

Teacher assistants may be assigned to duties involving pupil contact and/or supervision for the first thirty (30) minutes of the work day. However, under no circumstances may a teacher assistant be assigned to duties involving formal classroom instruction of students.

Concerning the normal school day schedule in the elementary schools, teachers shall move to pick up children at 8:30 a.m. and opening exercises in the elementary schools shall begin at 8:35 a.m. and conclude at 8:45 a.m. The balance of the school day schedule in the elementary schools shall remain unchanged. Teachers monitoring student dismissal in the elementary schools are not required to return to the building to sign out and may be dismissed, unless circumstances require a teacher to bring a child/children back into school. Teachers who do not have student dismissal responsibilities shall be required to sign out. Concerning the normal school day schedule in the high schools, block one (1) shall start at 8:35 a.m. and the balance of the school day schedule shall be adjusted accordingly with block four (4) ending at 3:05 p.m.

- 21-3 Regardless of the above, and if the Superintendent deems it necessary school hours shall be flexible but shall not begin before 7:50 a.m. nor end later than 4:30 p.m. However, before any action is taken in this regard the Jersey City Education Association shall be consulted. There shall be no increase in time that any teacher is required to be in the school building nor shall there be any additional teaching time. The teacher's duty time shall be consecutive without interruption except for lunch period. The foregoing restriction concerning school hours shall not apply to programs/services currently implemented by the District.

ARTICLE 22

PAYMENT OF SALARY CHECKS

- 22-1 All members of the bargaining unit shall receive two (2) salary checks every month for twelve (12) months. Such checks are to be received by the teacher on the 1st and the 16th. In the event the 1st or the 16th falls on a weekend or a non-school day such check shall be received by the teacher on the last school day prior to such weekend or non-school day.

In every event, checks shall be received by the teacher prior to first lunch.

- 22-2 Salary checks for all new employees shall be paid through direct deposit.

Salary checks for all other employees shall be paid through direct deposit by September 1, 2008.

ARTICLE 23

TEACHER'S NOTIFICATION

- 23-1 Teachers who are not under tenure shall be notified of their job status for the ensuing year on or before the date set by law, under normal circumstances.

ARTICLE 24

COACHES

- 24-1 **MEETINGS:** The school District and the Association agree that in order to achieve a more flexible and meaningful athletic program, members of the School District's Athletic Committee will meet with representatives of the Association no less than (3) times per year, (at least two (2) of these meetings shall be before January 1st of each school year), for purposes of discussing and planning activities of mutual concern.
- 24-2 **EVALUATION:** The responsibilities of evaluating a coach's performance of duty during a game and of his/her preparation for a game shall be placed on the Supervisor of Athletics, the principal of the school, and the athletic director.
- 24-3 **REEMPLOYMENT:** Coaches will not be required to submit a yearly application for reemployment within sixty (60) days after the conclusion of the season.
- 24-4 **ADVANCEMENT:** When a vacancy occurs in any head coaching position, the District will first give consideration to an assistant coach active in that particular sport, based upon experience and evaluation reports within the system, before considering other applicants.
- 24-5 **FILLING VACANCIES:** Whenever a vacancy exists in a coaching position, notice of such vacancy shall be posted in all schools inviting those qualified to apply in writing. The written application shall be sent to the Supervisor of Health, Physical Education and Athletics.
- 24-6 In the event a vacancy shall occur during the summer recess, notification shall be given in writing to the last known address of all coaches in that sport. The applicant shall have fifteen (15) days to indicate interest. In the event more than one (1) indicates such interest, the final choice shall be made by the School District.
- 24-7 When a vacancy occurs for the position of Athletic Director, the District will first give consideration to coaches with five (5) years experience or members of the Physical Education Department before considering other applicants.
- 24-8 **ELEMENTARY SCHOOL TEACHERS:** Elementary school teachers with coaching positions shall be given an unassigned period at the end of each school day, where feasible, to facilitate their coaching responsibilities.
- 24-9 The annual salary of Athletic Trainers shall be increased above the salary guide based upon the first step in Schedule A of the current salary guide as follows: 2009-2010 (7%), 2010-2011 (7%), 2011-2012 (7%), 2012-2013 (7%). Athletic trainers shall also receive a maximum of fifteen (15) credit days each school year for working Sunday/holiday practice sessions. These credit days may be used during down time only and upon the approval of the Supervisor of Athletics.

ARTICLE 25 HEALTH INSURANCE

- 25-1 The School District shall make available to teachers individual coverage under the New Jersey Public and School Employees Health Benefits Plan, including Rider "J".
- 25-2 The School District shall provide the health-care insurance protection, as follows:
- A. The School District shall pay full premium for each teacher, and, in cases where appropriate, for family-

plan insurance coverage.

- B. For each teacher who remains in the employ of the School District for the full school year, the School District shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- C. Provision of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the School District and the Association and shall include:
1. Hospital room and board and miscellaneous costs
 2. Outpatient benefits
 3. Laboratory fees, diagnostic expenses and therapy treatments
 4. Maternity costs
 5. Surgical costs
 6. Major-medical coverage
 7. An individual dental plan will be provided. The School District shall assume completely all future increases in Family Dental Insurance. The employees' contribution shall be capped at the existing amount.
 8. A prescription plan will be provided.
 9. A Family Optical Plan will be provided.
 10. Effective January 2006, the Flex Spending Plan limit for medical expenses will be five thousand dollars (\$5,000).
- D. Effective October 1, 2010, the prescription drug benefit will be moved from the prescription card under the School Employees Health Benefit Plan to a prescription drug card provided by Medco. The Medco plan will have copayments of:

<u>30 Day Supply</u>	<u>90 Day Mail Order</u>
\$5 generic	\$10 generic
\$10 preferred name brand	\$20 preferred name brand
\$25 non-preferred name brand	\$50 non-preferred name brand

The Board shall have the right to revert to the School Employees Health Benefit Plan prescription drug card plan in future years if the premium cost to the Jersey City Public Schools is less than the premium cost of the Medco prescription drug card plan.

- E. Should an employee opt out of health insurance coverage (and can document coverage from another source), the Jersey City Public Schools shall pay the employee a sum equal to 40% of the savings in annual premium costs. If the employee experiences a change in life status, the employee can return to the insurance plan provided by the Jersey City Public Schools on the first day of the month after the employee informs the administration of the change in status. Payments shall be made to the employee in February and August.
- F. Employees shall contribute 1.5% of pensionable base salary, as required by State law, towards the cost of health benefits commencing on September 1, 2010.

25-2.1 The School District shall provide to each teacher a description of the health-care insurance coverage

provided under this section which shall include a clear description of conditions and limits of coverage as listed above.

25-2.2 Employees who exhaust their sick leave bank shall be entitled to a sixty (60) day grace period for Board paid hospitalization after exhausting sick leave, provided that the employee had not sold back sick days during the preceding ten (10) years and was in good standing at the time of exhaustion.

25-2.3 The School District shall provide each teacher with a \$2,500 life insurance policy and a \$2,500 death and dismemberment policy. Upon retirement, the life insurance coverage shall be decreased to \$1,000 for each retired teacher, and the death and dismemberment policy shall be canceled. The premium for the post-retirement life insurance in the amount of \$ 1,000 shall be borne by the retiree.

ARTICLE 26

ACADEMIC FREEDOM

26-1 In our representative democracy, in which ultimate power is retained by the people and exercised through delegation of authority, the School District and the Association advocate the realization of the full potential of each individual by recognition of and respect for his/her dignity. It therefore follows that the education of each individual must develop the essential fundamental processes and those skills, understanding, and attitudes which will affect his/her harmonious development as a spiritual, intellectual, physical, emotional, and social being. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

26-2 Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, which do not conflict with the philosophy, underlying principles, objectives and content of the courses of study adopted by the School District.

ARTICLE 27

EXTRA-COMPENSATION POSITIONS

27-1 Extra-compensation positions shall include, but not be limited to those listed in Schedule I.

27-2 Whenever a vacancy exists in a position classified as an extra-compensation position, notice shall be posted in all schools inviting those qualified to apply in writing. (The notice shall contain experience and training criteria in addition to the duties and requirements of the position.)

27-2.1 In instances when immediate assignment is imperative, temporary assignment may be made. Notice of a vacancy shall be posted within five (5) school days after the vacancy occurs.

27-2.2 Selection of personnel to fill such vacancies shall be made by the School District from an alphabetical list of those who apply within the time specified in the announcement.

27-2.3 Notice of a vacancy shall be posted on the official school bulletin board in every school within five (5) school days after the vacancy occurs.

27-2.4 This category shall include, but not be limited to, such positions as:

Summer school and after school teaching
Accredited Evening High School teaching

Athletic coaches
Book and curriculum evaluation positions
Special project positions

The School District shall select personnel to fill such positions on the basis of criteria published. Priority in selection of personnel for positions in the Accredited Evening High School shall be based on prior teaching experience in the Accredited Evening High School. Additional assignments shall be made from a list of those teachers in the Jersey City school system who apply in writing.

- 27-2.5 New positions, if and when established by the School District, shall be filled by the School District from those who apply in writing.
- 27-2.6 Notice of such new positions will be posted in all schools. Published notices will contain the duties, requirements and qualifications for the position.
- 27-3 Summer school openings shall be publicized, and teachers shall be notified of the action taken as early as possible.
- 27-3.1 In filling such positions, consideration shall be given to a tenured teacher's area of competence, and major and/or minor field of study. Preference shall be given first to teachers regularly employed in the Jersey City Public Schools.

ARTICLE 28

TRAVEL

- 28-1 Teachers and nurses who are required to travel to more than one (1) school building on any one (1) day shall be paid at the current IRS rate for one trip per day for the actual mileage between the two (2) buildings. This does not apply to travel to workshops or meetings in the District. Reimbursement shall be in the form of one (1) check at the end of the school year.
- 28-2 Child Study Team members and head nurses will receive an annual stipend of \$125 for travel. Reimbursement will take place at the end of the school year.
- 28-3 Attendance counselors will receive an annual travel stipend, in the amount of \$600 calculated on monthly installments, to be paid semi-annually, when counselors utilize their private automobiles.

ARTICLE 29

SICK LEAVE

- 29-1 Every teacher and teacher assistant shall be credited with thirteen (13) days of accumulative sick leave annually.
- 29-2 A teacher who has used the current personal illness leave days and cumulative personal illness leave account, upon request and the recommendation of the Human Resources Department and the approval of the Superintendent, may receive one (1) additional day for each year of service as regularly appointed teacher in the Jersey City Public Schools. These additional days shall be called "permissive personal illness leave" and shall not be cumulative, and shall not be granted more than twice, and only once in any given school year. Individual days of absence not requiring a leave of absence may not be applied against permissive leave. If a teacher has not used his/her entire permissive leave in a school year, he/she may request the Superintendent, in writing, to apply the unused days within that school year (to June 30th), to new illness leave (five (5) days or more) if such is necessary, prior to expiration of that

current school year.

- 29-3 The Superintendent, in his/her sole discretion, may approve absences beyond the accumulated personal illness leave and permissive personal leave. These extended leaves may only be granted in cases of long and extended illness which is serious in nature. After reviewing the application for extended leave, the decision by the Superintendent shall not be subject to arbitration.
- 29-4 Requests for permissive leave and extended leaves should be submitted to the Department of Human Resources prior to the expiration of the employee's sick bank.
- 29-5 If approved under 29-3, a teacher who has served from one (1) to ten (10) years in the Jersey City School System may be allowed an absence beyond the accumulated personal illness leave and the permissive personal leave not greater than forty (40) days in any one (1) school year during which period he/she shall forfeit one-half (1/2) substitute's per diem pay.
- 29-6 If approved under 29-3, a teacher who has served ten (10) or more years in the Jersey City School System shall be allowed an absence beyond the accumulated personal illness leave and the permissive personal illness leave not greater than eighty (80) days in any one (1) school year, during which period he/she shall forfeit one-half (1/2) substitute's per diem pay.
- 29-7 To be eligible for benefits provided for in sections 29-5 and 29-6, a teacher must meet the requirements of section 29-2.
- 29-8 Salary payment shall be discontinued in case of absence in any one (1) school year, which exceeds that enumerated in the preceding paragraphs.
- 29-9 The procedure to be followed for illness requiring a leave of absence is as follows:
- A. Teachers who are absent six (6) consecutive school days must submit a leave form. The leave form must be completed by a physician and the teacher and sent to the principal, department head or immediate supervisor by Certified Mail/Return Receipt Requested. The leave form must be received by the District within six (6) working days of the sixth consecutive day of absence. Leave forms shall be supplied to teachers at the beginning of each school year.
 - B. If completed personal illness leave of absence form is not received within the twelve (12) working days period, then the principal, department head or immediate supervisor should send a certified letter indicating failure to comply.
 - C. If no response to the letter is received within five (5) working days, the teacher's paycheck may be withheld pending disposition of illness leave by the Human Resources Department.

ARTICLE 30

ACCUMULATED SICK LEAVE INCENTIVE PLAN

- 30-1 A teacher, upon resignation after ten (10) years of regularly appointed service or upon retirement, shall be paid for each unused day, accumulated in his/her personal illness leave bank after July 1, 1956, pursuant to the following schedule:

Days 1-100 in bank	\$100/day
Days 101 -200 in bank	\$150/day
Days 201+ in bank	\$200/day

At the employee's option, this may be paid either in one lump sum or over three years.

In the event of death before retirement, the teacher's estate shall receive the lump sum payment described above.

- 30-2 A teacher who has at least three (3) years of service within the Jersey City School District shall have the option of trading in one-half (1/2) of the sick days that he/she has accumulated in Jersey City after September 1, 1972, at a rate equal to one-half (1/2) of the prevailing substitute per diem pay.

ARTICLE 31 **OTHER ABSENCES**

- 31-1 **ABSENCE FOR DEATH IN FAMILY:** In case of death of a parent, mother-in-law, father-in-law, brother, sister, husband, wife, child, stepchild, domestic partner or relative who is a member of the immediate household of a teacher, the teacher shall be excused without loss of pay or accumulated leave for death related absences taken within seven (7) calendar days of the date of death.

In case of the death of a stepmother, stepfather, grandchild, grandparent, sister-in-law (direct) or brother-in-law (direct), the teacher shall be excused three (3) days without loss of pay or accumulated leave for death related absences taken within five (5) calendar days of the date of death.

- 31-2 **ABSENCE FOR DEATH OF RELATIVE:** In case of the death of a relative not included in the above section, a teacher shall be excused for the day of the funeral without loss of pay or accumulated leave. The definition of "relative" in this section shall include the following: uncle by consanguinity (but not affinity), aunt by consanguinity (but not affinity), nephew, niece, cousin by consanguinity, (first cousin only and not cousin's wife or husband), son-in-law, daughter-in-law.

- 31-2.1 In the event of the death of an active faculty member, the faculty of the school shall be excused for a portion of the day to allow the faculty to attend services. In the event that the school cannot meet the state required hours for attendance or if scheduling difficulties prohibit this, a representative group of the faculty members shall be excused to attend the service.

- 31-3 **ABSENCE BY REASON OF QUARANTINE:** Pursuant to N.J.S.A. 26:4-1 (et seq.) and in the event schools are closed as a result, or in the event a teaching staff member is officially quarantined by action of State, County or City Health Office, no member of this bargaining unit shall suffer loss of pay provided further that the Superintendent retains the right to schedule make-up days in the event of closing of any or all of the District's schools.

- 31-4 **ABSENCE BY REASON OF COURT ORDER:** A teacher absent in compliance with a court order, subpoena or summons shall not suffer deductions in pay for such absence provided the court order, subpoena or summons arises out of the course of the teacher's employment with the District and further is not the result of any action by the District against the teacher, nor the result of any law suit brought by the teacher against the District. Provided further that a teacher shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of a teacher appearing as a witness to a felony in a criminal proceeding provided the teacher is not a defendant. Provided further the teacher shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of a teacher appearing as a witness in a civil proceeding in which the teacher is neither a plaintiff nor defendant nor has any relationship, business, social, membership or family relationship with any party; provided also that the teacher has no interest, direct or indirect, in the outcome of the litigation. Provided further that said teacher is served with a summons, court order, or subpoena and evidence of such service is supplied

to his/her principal or department head and the absence is approved by the Superintendent of Schools.

- 31-5 ABSENCE OF NIGHT SCHOOL TEACHER OR COACH FROM DAY SCHOOL:** A teacher in a day school who is also employed in an evening school or as an after school coach may not be absent from the day school on two (2) consecutive days and teach in the evening school or coach after school on the second day of absence and any consecutive days of absence thereafter from the day school.
- 31-6 REPORT OF ABSENCE:** A teacher who is absent from duty because of personal illness, death in the family, quarantine, or compliance with the requirements of a court order shall notify the principal as early as possible, and such notification shall be given in advance where possible. A teacher who is absent from duty for any other reason shall first secure permission from the Superintendent through the principal.
- 31-6.1** The teacher shall, in reporting absence for personal illness, communicate to the principal the probable duration of the illness.
- 31-6.2** Teachers absent for any period of five (5) days or less must on return, complete, sign and file with the principal, on forms to be supplied by the School District, a personal certificate as to the necessity of the absence.
- 31-7 NOTIFICATION OF RETURN AFTER ABSENCE:** A teacher who has been absent for two (2) days or more shall, before the end of the school day prior to his/her return, notify the principal of his/her expected return.

ARTICLE 32 **MATERNITY LEAVE**

- 32-1 LEAVE OF ABSENCE FOR MATERNITY:** Any regularly appointed member of the teaching staff who is pregnant shall file, with the Superintendent, not later than three (3) months before the expected birth of the child, an application for maternity leave, together with a physician's certificate setting forth the date of the expected birth. She shall be eligible, thirty (30) days hence, to receive, upon the recommendation of the Superintendent, maternity leave, without pay, for two (2) calendar years and such additional time as will permit the leave of absence to terminate on the following August 31st.
- 32-2** Any teacher who may become pregnant during a leave of absence granted for prior pregnancy may apply for one (1): additional leave for maternity.
- 32-3** Upon request, an additional leave of one (1) year may be granted for child care. This may not be renewed after expiration.
- 32-4** The Superintendent, for proper cause and upon application of the teacher, may recommend the termination of the leave prior to its proper date of termination.
- 32-5** Any teacher not regularly appointed who becomes pregnant shall so notify the Superintendent, in writing, not later than three (3) months before the expected birth of the child, and her services shall be terminated, forty-five (45) days hence, until her return to service may be approved by the human Resources Department.
- 32-6 ILLNESS AS A RESULT OF PREGNANCY:** Should any teacher, absent on maternity leave, develop an illness or malady as a result of such pregnancy, and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave of absence, not to exceed

one (1) year, without pay, upon the recommendation of the Human Resources Department of the School District, and subject to the approval of the Superintendent, until she has recovered from such illness.

- 32-7 Any teacher adopting a child shall be eligible to receive leave similar to maternity leave which shall commence upon s/her receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption.

ARTICLE 33

SABBATICAL LEAVE FOR STUDY OR FOR REST AND RECUPERATION

- 33-1 **LEAVE OF ABSENCE FOR STUDY:** A leave of absence; for the purpose of study shall be granted by the School District to any member of the teaching staff who has performed continuous and satisfactory service in the public schools of Jersey City for at least seven (7) years. The nature and scope of the study must be approved by the Superintendent.
- 33-1.1 A teacher to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.
- 33-2 **LEAVE OF ABSENCE FOR REST AND RECUPERATION:** A leave of absence for the purpose of rest and recuperation may be granted at the discretion of the Superintendent to any member of the teaching staff who has performed continuous and satisfactory service in the public schools of Jersey City for at least fifteen (15) years. No teaching staff member may apply for another such leave unless ten (10) years has passed since the previous leave taken. The School District shall not arbitrarily deny any requests under this Article.
- 33-2.1 A teacher to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.
- 33-3 **COMPENSATION DURING LEAVE FOR STUDY OR FOR REST AND RECUPERATION:** A teacher absent on leave for study or for rest and recuperation shall receive, as compensation, one-half (1/2) of his/her monthly salary for each month during the continuance of such leave.
- 33-3.1 This compensation shall be paid in the same manner at the same time as salaries are paid to other members of the teaching staff.
- 33-4 **LENGTH OF AND TIME OF BEGINNING LEAVE FOR STUDY OR REST AND RECUPERATION:** A leave of absence for study or for rest and recuperation granted under this rule shall be for a period of twelve (12) months beginning September 1st. Teachers on such leave may request cancellation of such leave at any time and their reinstatement shall be at the sole discretion of the Superintendent of Schools.
- 33-5 **TIME OF APPLICATION FOR LEAVE FOR STUDY OR FOR REST AND RECUPERATION:** Application for leave of absence for rest and recuperation should be presented to the Superintendent at least three (3) months before the beginning of the desired leave. Application for leave of absence for study should be presented to the Superintendent at least four (4) months before the beginning of the desired leave. The applicant shall sign a contract to serve in the public schools of the District for at least two (2) years after the expiration of a leave and if circumstances prevent the fulfillment of this obligation the teacher shall reimburse the School District in direct proportion to the unfilled time except in case of death or permanent disability. The Superintendent shall report these applications to the School Board at its next meeting.

33-6 USE OF LEAVE FOR STUDY OR REST AND RECUPERATION: The Superintendent shall require, all teachers to whom leaves of absence are granted for study or for rest and recuperation under these rules to carry out fully all the details of the program of study presented in the application for leave, or to devote themselves to the purpose of rest and recuperation, and to refrain from engaging in any remunerative occupation during the continuance of the leave absence. *Tuition grants*, scholarships, grants-in-aid. Federal Government grants or stipends, etc., shall not be considered as remuneration. Teachers on leave of absence for study shall present to the Superintendent, at such time he/she may require, certificates signed by proper authorities of the beginning, continuance and completion of the course of study chosen.

33-6.1 For its own protection and the protection of the schools, the School District will, in any case of violation, terminate the: leave of absence and will regard such violation as evidence of conduct unbecoming a teacher, within the purview of the Tenure of Office Act.

33-7 The number of teaching staff members permitted to take a sabbatical leaves for rest and recuperation shall not exceed total number of fifteen (15).

ARTICLE 34 **LEAVE FOR PERSONAL BUSINESS**

34-1 LEAVE OF ABSENCE FOR PERSONAL BUSINESS Leave of absence for personal business may be granted by the School District for such periods as the School District may decide, said period may not exceed one (1) year. Teachers on such leave may request extension of such leave for good and valid cause. Those to whom such leave is granted shall suffer loss of pay and must state, in writing, that they will not accept another position as administrator, supervisor, or teacher during that period.

34-2 Teachers and teacher assistants shall be entitled to three (3) personal business days per year without loss of pay.

The personal business days shall not be cumulative.

UNUSED PERSONAL BUSINESS DAYS SHALL BE TRANSFERRED TO SICK LEAVE BANK AT THE END OF THE SCHOOL YEAR.

34-2.1 One who requests a personal business day shall submit his/her request, on the form prescribed, to the principal in time to allow the request to reach the Office of the Superintendent three (3) days prior to the day of leave. The use of one-half (1/2) of a personal business day may not be pre-scheduled by the employee; only a full day may be scheduled ahead of time.

34-2.2 In the case of a personal emergency, the requirement of a prior written request will be waived by the Superintendent.

34-2.3 Except in the case of personal emergency, personal business leave days may not be taken on:

- A. The first or last week of the school year
- B. The day before or after a school holiday
- C. The day prior to or immediately following a vacation period within the school year.

ARTICLE 35 **LEAVE OF ABSENCE FOR MILITARY SERVICE**

- 35-1 **FIELD TRAINING OR ATTENDANCE AT SERVICE SCHOOLS:** A teacher who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay.
- 35-2 Whenever such military field training or attendance at service schools requires that the teacher remain for a longer period than the prescribed two (2) weeks, the teacher shall receive the difference between his/her pay and his/her military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.
- 35-3 **LEAVE FOR EXTENDED ACTIVE MILITARY SERVICE:** Any teacher entering active military service with the Armed Forces of the United States shall be granted military leave without pay for the period of his/her service.
- 35-3.1 The members of the National Guard and Naval Militia shall receive the difference between their pay and military pay in accordance with Revised Statutes of New Jersey 38: 12-4.5.
- 35-3.2 Re-enlistment in active military service shall be considered as resignation unless such re-enlistment is required in accordance with Federal Law governing military service.

ARTICLE 36

COMMITTEE REPRESENTATION

- 36-1 The President of the Association shall have the exclusive right to designate the representatives of the Association to serve on all committees.

ARTICLE 37

COMMITTEES

- 37-1 The joint **INSTRUCTIONAL COMMITTEE** consisting of five (5) representatives of the School District - three (3) members of the Association and one (1) representative of the Jersey City Parents' Council, and one (1) representative of the Parent Teacher Association shall meet bimonthly during the school year and advise the School District and the Association on such matters as textbook evaluation, curriculum revision and other educational matters regarding the effective operation of the Jersey City School District.
- 37-2 **EMPLOYEE ASSISTANCE PROGRAM:** The Employee Assistance Program (EAP), if the District elects to maintain such a program, will provide assistance to those employees suffering from alcoholism, other drug abuse and personal problems that affect the workplace. The EAP will identify, assess and refer, on a confidential basis, those employees whose unattended emotional and physical problems may diminish their capacity to perform.
- 37-3 The joint **SPECIAL EDUCATION COMMITTEE** consisting of three (3) representatives of the School District and three (3) members of the Association shall continue to evaluate the existing special education program and to make recommendations for implementation of further special education programs to the School District.
- 37-4 **IN-SERVICE TRAINING:** To encourage members of the professional staff in the Jersey City Public

Schools to improve their professional skills, the School District agrees to provide in-service courses each year, the nature and content of such courses to be decided by the School District and Association representatives. To plan and implement such in-service training, a committee shall be established with five (5) members, three (3) to be named by the Association and two (2) to be named by the School District.

- 37-5 The joint **SCHOOL PARKING FACILITIES COMMITTEE** consisting of two (2) representatives from the School District and two (2) members from the Association shall investigate the availability of space and the feasibility of utilizing such space at each school site for the purpose of parking facilities for members of this bargaining unit. This committee shall submit a written report with recommendations.
- 37-6 The joint **COMMITTEE ON TEACHER EVALUATION** shall continue to meet to prepare joint recommendations as to policy regulating the supervision and evaluation of teachers.
- 37-7 The **ATHLETIC AWARDS COMMITTEE** comprised of members of the School District and representatives of the Association shall continue to evaluate and establish a system of awards for athletic contests.
- 37-8 The joint **LESSON PLAN COMMITTEE**, comprised of an equal number of members from the Association and the District, shall prepare written recommendations as the uniform District guidelines concerning the substantive requirements of lesson plans.

The joint Lesson Plan Committee shall convene to discuss the issue of scripted lessons.

ARTICLE 38

PUPIL PERSONNEL SERVICES

- 38-1 An annual program of professional improvement shall be conducted during school hours for all professional members of the Pupil Personnel Services. The program shall include expert speakers in related fields from outside the District. In addition to the two (2) presently allowed visitation days, each member of the professional staff may attend without loss of pay, one (1) professional meeting in an appropriate field outside of Jersey City. Permission shall be requested from the Superintendent three (3) days in advance.

ARTICLE 39

COST OF PRINTING CONTRACT

- 39-1 The School District and the Association each agree to pay one-half (1/2) of the costs for the final printing of 6,500 copies of this contract agreement in booklet form. The District will prepare the contract form and the Association will submit names of printers to the School District for selection.

ARTICLE 40

SEPARABILITY AND SAVINGS

- 40-1 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE 41

FULLY BARGAINED PROVISIONS

- 41-1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain able issues for the life of this Agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE 42 **MISCELLANEOUS**

- 42-1 There shall be no reprisals of any kind taken by the School District, its servants, agents or employees against any teacher or member of the JCEA by reason of membership in the JCEA or participation of its activities or by reason of his/her employment and/or his/her school-connected activities.
- 42-2 The President of the JCEA shall be permitted to attend to Association affairs to the same degree as was true in prior school years, and shall continue to be granted adequate office facilities.
- 42-3 The Association agrees that teachers will, if requested, meet with parents during the evening no more than three (3) times during the school year inclusive of the traditional open-house practice. None of these three (3) evening meetings shall be conducted in December, January or February.
- 42-4 Teachers shall be scheduled to meet with parents one (1) time during the school year from 3:00 P.M. to 4:00 P.M. Such meeting is in addition to the meetings set forth in Article 42-3. In the event the normal dismissal time for a school is earlier than 2:45 P.M. then an appropriate adjustment will be made so that teachers are required to be in attendance no longer than forty-five (45) minutes after the normal closing hour.
- This meeting may be called by the Superintendent after consultation with the President of the JCEA; if said meeting is scheduled, the faculty meeting shall not be held in the month of such meeting.
- 42-5 Open House/Visitations shall be scheduled alternately Tuesdays/Thursdays for elementary and high schools.
- 42-6 The District may deviate from the restrictions set forth in Articles 42-3 through 42-5 concerning the Twilight Program.
- 42-7 Certain stipends/extra compensation, as agreed to by the District and the Association shall be paid in a separate check twice a year.
- 42-8 Upon return to local control, contract language will be modified to reflect the powers of the Board of Education and Superintendent where appropriate.

ARTICLE 43 **DURATION**

- 43-1 The provisions of this Agreement shall be effective as of September 1, 2009, and shall remain in full force and effect until August 31, 2013, subject to the right of the School; District and Association to negotiate for a modification of this Agreement as provided in Article 3 of said Agreement.
- 43-2 All present conditions covered by any previous Agreement and those items now in effect as regular employer/employee practice shall remain in effect unless otherwise provided for in this contract or unless changed hereinafter by mutual consent.

- 43-3 The School District recognizes that the statements contained in: School District's Policies, Administrative Rules and Regulations, School District By-Laws are not to stand in conflict with existing collective-bargaining agreements and, in the event that any statement of the School District's Policies, Administrative Rules and Regulations, School District By-Laws should conflict with such collective-bargaining agreements, then such statements shall be modified to the extent necessary to conform to such collective-bargaining agreements.

IN WITNESS WHEREOF, the parties hereto have caused those present to be signed by their
duly authorized office this _____ day of _____ 2011.
JERSEY CITY EDUCATION ASSOCIATION

Thomas J. Favia - President, Jersey City Education Association

Bob Cecchini - First Vice President, Jersey City Education Association

JERSEY CITY SCHOOL DISTRICT

Dr. Charles T. Epps, Jr., Superintendent of Schools

Melissa Simmons, Business Administrator/Board Secretary

Paula Mercado Hak, General Counsel

MaryAnn Hammer, Associate Superintendent

Dr. Hermione McNeil, Executive Assistant, Human Resources

SCHEDULE A
Years of Experience and Steps

STEP	2009-2010	2010-2011	2011-2012	2012-2013
A	1-2	1-3	1	1
B	3	4	2-4	2
C	4	5	5	3-5
D	5	6	6	6
E	6	7	7	7
F	7	8	8	8
G	8	9	9	9
H	9	10	10	10
I	10	11	11	11
J	11	12	12	12
K	12-13	13-14	13	13
L	14		14	14

**SCHEDULE A
2009-2010**

Salary Guide Step	BA		MA		MA+32		Doc	
	9/1/09	2/1/10	9/1/09	2/1/10	9/1/09	2/1/10	9/1/09	2/1/10
A	48,523		51,823		55,123		58,423	
B	48,723		52,023		55,323		58,623	
C	48,923		52,223		55,523		58,823	
D	49,223		52,523		55,823		59,123	
E	49,523		52,823		56,123		59,423	
F	49,823		53,123		56,423		59,723	
G	50,123		53,423		56,723		60,023	
H	50,523		53,823		57,123		60,423	
I	58,273		61,573		64,873		68,173	
J	68,360		71,660		74,960		78,260	
K	79,360		82,660		85,960		89,260	
L	92,760	93,760	96,060	97,060	99,360	100,360	102,660	103,660

**SCHEDULE A
2010-2011**

Salary Guide Step	BA		MA		MA+32		Doc	
	9/1/10	2/1/11	9/1/10	2/1/11	9/1/10	2/1/11	9/1/10	2/1/11
A	49,523		52,823		56,123		59,423	
B	49,723		53,023		56,323		59,623	
E	49,923		53,223		56,523		59,823	
D	50,223		53,523		56,823		60,123	
E	50,523		53,823		57,123		60,423	
F	50,823		54,123		57,423		60,723	
G	51,323		54,623		57,923		61,223	
H	57,110		60,410		63,710		67,010	
I	62,154	68,360	65,454	71,660	68,754	74,960	72,054	78,260
J	73,860	79,360	77,160	82,660	80,460	85,960	83,760	89,260
K	94,835	95,835	98,135	99,135	101,435	102,435	104,735	105,735

**SCHEDULE A
2011-2012**

Salary Guide Step	BA		MA		MA+32		Doc	
	9/1/11	3/1/12	9/1/11	3/1/12	9/1/11	3/1/12	9/1/11	3/1/12
A	50,323		53,623		56,923		60,223	
B	50,523		53,823		57,123		60,423	
C	50,723		54,023		57,323		60,623	
D	50,923		54,223		57,523		60,823	
E	51,223		54,523		57,823		61,123	
F	51,523		54,823		58,123		61,423	
G	51,823		55,123		58,423		61,723	
H	57,200		60,500		63,800		67,100	
I	62,780	68,360	66,080	71,660	69,380	74,960	72,680	78,260
J	73,860	79,360	77,160	82,660	80,460	85,960	83,760	89,260
K	83,210	87,060	86,510	90,360	89,810	93,660	93,110	96,960
L	96,935	97,935	100,235	101,235	103,535	104,535	106,835	107,835

**SCHEDULE A
2012-2013**

Salary Guide Step 12/1/2012	BA	MA	MA+32	Doc
A	51,078	54,378	57,678	60,978
B	51,281	54,581	57,881	61,181
C	51,484	54,784	58,084	61,384
D	51,687	54,987	58,287	61,587
E	51,991	55,291	58,591	61,891
F	52,296	55,596	58,896	62,196
G	52,600	55,900	59,200	62,500
H	58,058	61,358	64,658	67,958
I	68,360	71,660	74,960	78,260
J	79,360	82,660	85,960	89,260
K	87,060	90,360	93,660	96,960
L	99,280	102,580	105,880	109,180

The salary base for negotiations shall be the salaries paid on 12/1/2012.

**SCHEDULE B
PSYCHOLOGISTS
2009-2010**

Salary Guide Step	MA	MA+32	DR
1	60,440	63,740	67,040
2	61,140	64,440	67,740
3	61,840	65,140	68,440
4	62,540	65,840	69,140
5	63,240	66,540	69,840
6	63,940	67,240	70,540
7	67,810	71,110	74,410
8	71,710	75,010	78,310
9	75,610	78,910	82,210
10	79,510	82,810	86,110
11	85,410	88,710	92,010
12	97,310	100,610	103,910
Feb 1	98,310	101,610	104,910

**SCHEDULE B
PSYCHOLOGISTS
2010-2011**

Salary Guide Step	MA	MA+32	DR
1	62,090	65,390	68,690
2	62,690	65,990	69,290
3	63,390	66,690	69,990
4	64,190	67,490	70,790
5	65,090	68,390	71,690
6	66,090	69,390	72,690
7	69,890	73,190	76,490
8	73,790	77,090	80,390
9	77,690	80,990	84,290
10	81,590	84,890	88,190
11	88,490	91,790	95,090
12	99,390	102,690	105,990
Feb 1	100,390	103,690	106,990

**SCHEDULE B
PSYCHOLOGISTS
2011-2012**

Salary Guide Step	MA	MA+32	DR
1	63,870	67,170	70,470
2	64,970	68,270	71,570
3	66,070	69,370	72,670
4	67,170	70,470	73,770
5	69,160	72,460	75,760
6	71,250	74,550	77,850
7	73,440	76,740	80,040
8	76,630	79,930	83,230
9	80,820	84,120	87,420
10	86,010	89,310	92,610
11	92,200	95,500	98,800
12	99,390	102,690	105,990
13	101,490	104,790	108,090
Mar 1	102,490	105,790	109,090

**SCHEDULE B
PSYCHOLOGISTS
2012-2013**

Salary Guide Step 12/1/2012	MA	MA+32	DR
1	65,500	68,800	72,100
2	68,070	71,370	74,670
3	70,740	74,040	77,340
4	73,520	76,820	80,120
5	76,410	79,710	83,010
6	79,410	82,710	86,010
7	82,530	85,830	89,130
8	85,770	89,070	92,370
9	89,140	92,440	95,740
10	92,640	95,940	99,240
11	96,280	99,580	102,880
12	100,060	103,360	106,660
13	103,835	107,135	110,435

**SCHEDULE C
ATTENDANCE COUNSELORS
2009-2010**

Salary Guide Step	BA	MA	MA+32
1	44,306	47,606	50,906
2	46,931	50,231	53,531
3	49,556	52,856	56,156
4	52,181	55,481	58,781
5	54,806	58,106	61,406
6	57,431	60,731	64,031
7	60,056	63,356	66,656
8	62,681	65,981	69,281
9	65,306	68,606	71,906
10	67,931	71,231	74,531
11	70,556	73,856	77,156
12	73,181	76,481	79,781
13	75,481	78,781	82,081
13 Feb 1	76,281	79,581	82,881

**SCHEDULE C
ATTENDANCE COUNSELORS
2010-2011**

Salary Guide Step	BA	MA	MA+32
1	44,306	47,606	50,906
2	46,931	50,231	53,531
3	49,556	52,856	56,156
4	52,181	55,481	58,781
5	54,806	58,106	61,406
6	57,431	60,731	64,031
7	60,056	63,356	66,656
8	62,681	65,981	69,281
9	65,306	68,606	71,906
10	67,931	71,231	74,531
11	70,556	73,856	77,156
12	73,181	76,481	79,781
13	77,081	80,381	83,681
13 Feb 1	77,881	81,181	84,481

**SCHEDULE C
ATTENDANCE COUNSELORS
2011-2012**

Salary Guide Step	BA	MA	MA+32
1	44,306	47,606	50,906
2	46,931	50,231	53,531
3	49,556	52,856	56,156
4	52,181	55,481	58,781
5	54,806	58,106	61,406
6	57,431	60,731	64,031
7	60,056	63,356	66,656
8	62,681	65,981	69,281
9	65,306	68,606	71,906
10	67,931	71,231	74,531
11	70,556	73,856	77,156
12	73,181	76,481	79,781
13	78,681	81,981	85,281
13 Mar 1	79,481	82,781	86,081

**SCHEDULE C
ATTENDANCE COUNSELORS
2012-20103**

Salary Guide Step	BA	MA	MA+32
1	44,306	47,606	50,906
2	46,931	50,231	53,531
3	49,556	52,856	56,156
4	52,181	55,481	58,781
5	54,806	58,106	61,406
6	57,431	60,731	64,031
7	60,056	63,356	66,656
8	62,681	65,981	69,281
9	65,306	68,606	71,906
10	67,931	71,231	74,531
11	70,556	73,856	77,156
12	73,181	76,481	79,781
13	78,681	81,981	85,281
Dec 1	80,681	83,981	87,281

**SCHEDULE D
TEACHER ASSISTANTS**

Step	County Sub	+90 Credits	BA
A	26,677	27,903	30,908
B	28,395	29,621	32,626
C	30,113	31,339	34,344
D	31,831	33,057	36,062
E	33,549	34,775	37,780
F	35,267	36,493	39,498
G	36,985	38,211	41,236
H	38,723	39,949	42,934
I	40,421	41,647	44,652
J	42,139	43,365	46,370
K	43,857	45,083	48,096
L	45,583	46,809	

All currently employed Teacher Assistants will be moved to Step A effective September 1, 2009. All newly hired Teacher Assistants will be placed on Step A. All Teacher Assistants will be advanced one step each year.

SCHEDULE E
SUMMER SCHOOL/AFTER SCHOOL
Hourly Rate

	09-10	10-11	11-12	12-13
Teacher	\$38	\$39	\$40	\$40
Head Teacher	\$40	\$41	\$42	\$42
Home Instruction	\$46	\$47	\$48	\$48

SCHEDULE F
SUBSTITUTES

The per diem salary of substitute teachers shall be one hundred dollars (\$100)

SCHEDULE G
PRIOR SERVICE

Credit on the salary guide for prior service will be given to new teachers for years of accredited/certified public school teaching experience,, on a year-for-year basis, up to eleven (11) years on the salary guide, with placement on Step 12 (for Schedule A, up to twelve (12) years on the salary guide with placement at Step L.)

Prior to any granting of advanced standing on the salary guide, in: excess of above, for new teachers in critical certification areas, the: District shall meet with the JCEA to jointly assess the critical nature of the certification and the need for such advanced placement prior to appointment.

SCHEDULE H
LONGEVITY

In recognition of service in the Jersey City School District, longevity payments shall be made, upon completion of the following years of service:

Years of Service	09-10	10-11	11-12	12-13
16	\$900	\$970	\$1000	\$1000
20	\$900	\$970	\$1000	\$1000
25	\$1300	\$1400	\$1600	\$1700
30	\$1300	\$1400	\$1600	\$1700
35	\$1300	\$1400	\$2000	\$2000
40	\$1300	\$1400	\$2000	\$2000
45	\$1300	\$1400	\$2000	\$2000

This payment is in addition to the scheduled salary guide and shall be considered to be part of the teacher's total salary.

SCHEDULE I

Lip Reading	\$600
Reading Specialist	\$650
Speech/Language Specialist	\$1050
Student Personnel Services	\$650
Teachers of the Deaf	\$650
Teachers of Sight Conservation	\$650
Learning Disability	\$1050
School Social Workers	\$1050

Teachers employed in the following areas prior to September 1981 shall continue to receive the additional stipend over and above their regular salary.

Pre-Vocational Shop and Related- Work Teachers	\$200
Remedial Arithmetic	\$550
All teachers of special education	\$650*

*Eligibility for this stipend shall be limited to those specific special education positions set forth in the applicable provision of Schedule "I" from the expired 1998-2001 collective bargaining agreement. The stipend shall be \$650 unless otherwise provided in that agreement.

SCHEDULE J
ATHLETIC COACHES

The annual salary of the following athletic coaches shall be increased above the salary guide based on the first step in Schedule A of the current salary guide as follows:

SPORT

Athletic Director 21.84%

Football

 (Head Coach) 20.62%
 (Assistant Coach) 12.13%

Basketball

 (Head Coach) 20.62%
 (Assistant Coach) 12.13%
 (JV Coach) 12.13%
 (Freshman Coach) 11.40%

Baseball

 (Head Coach) 15.16%
 (Assistant Coach) 9.10%
 (JV Coach) 9.10%

Softball

 (Head Coach) 15.16%
 (Assistant Coach) 9.10%
 (JV Coach) 9.10%

Soccer

 (Head Coach) 15.16%
 (Assistant Coach) 9.10%
 (JV Coach) 9.10%
 (Freshman Coach) 9.10%

Track/Cross Country

 (Head Coach) 5.16%
 (Assistant Coach) 3.94%

Winter/Indoor Track

 (Head Coach) 6.37%
 (Assistant Coach) 5.16%

Spring/Outdoor Track

(Head Coach)	10.62%
(Assistant Coach)	6.98%

Swimming

(Head Coach)	9.71%
(Assistant Coach)	6.43%

Bowling

(Head Coach)	8.49%
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Tennis

(Head Coach)	6.37%
(Assistant Coach)	4.55%

Volleyball

(Head Coach)	9.10%
(Assistant Coach)	6.07%

Cheerleaders

(Varsity Coach)	10.62%
(JV Coach)	6.98%

Advisors

(Pep Squad Advisor)	3.34%
(Color Guard Advisor)	3.34%
(Strutters Advisor)	3.34%
(Twirler Advisor)	3.34%

Golf

(Head Coach)	6.37%
(Assistant Coach)	3.94%

Coaches shall receive an extended service increment of one-hundred dollars (\$100) after one (1) year of service and for each additional year to a maximum of twenty (20) years.

SCHEDULE K
TUITION REIMBURSEMENT

Tuition reimbursement for graduate credits shall be paid to a maximum, per person, of one (1) three (3) credit graduate course offered at the New Jersey City University. Reimbursement is subject to approval of the Superintendent and the attainment of a B average or better.

Appropriated for teachers:

<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
\$380,000	\$380,000	\$380,000	\$380,000

Appropriated for teacher assistants:

<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
\$15,000	\$15,000	\$15,000	\$15,000

If total is more than district allows, reimbursement will be prorated.

Unused portions will be applied to succeeding semester.

SCHEDULE L
CONTINUING EDUCATION REIMBURSEMENT

The School District shall reimburse teachers the cost of three (3) clock hours annually in meeting their Continuing Education Program requirements conditioned upon the advanced approval of the expense by the appropriate administrator. This reimbursement shall be in addition to the Tuition Reimbursement of Schedule K.

NEGOTIATING TEAM
2009-2010

THOMAS J. FAVIA
President

BOB CECCHINI
First Vice President

MAJOR BROWN
Treasurer

ANNETTE CREEDON
Corresponding Secretary

RON GRECO
Member-at-Large

EILEEN CLEARY
.....
Member-at-Large

GERARD DELL'ORTO
Director

KEVIN McHALE
NJEA UniServ Field Representative

PHILIP FEINTUCH, ESQ

JERSEY CITY PUBLIC SCHOOLS
OFFICERS

Dr. Charles T. Epps, Jr.
Superintendent of Schools

Melissa Simmons
Business Administrator

Paula Mercado Hak
General Counsel

Mary Ann Hammer
Associate Superintendent

Dr. Hermione McNeil
Executive Assistant, Human Resources

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